

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
Richmond Division**

<b>In re:</b>	<b>Keith L. Young</b>	)	
	<b>Sherry L. Young</b>	)	<b>Case No. 10-30103-DOT</b>
	<b>Debtor.</b>	)	<b>Chapter 13</b>
		)	
<b>Address</b>	<b>11508 New Forrest Tr.</b>	)	
	<b>Midlothian, VA 23112</b>	)	
		)	
<b>Last four digits of SSN:</b>	<b>7869/3121</b>	)	
		)	

**NOTICE OF MOTION TO APPROVE LOAN MODIFICATION  
AFTER CONFIRMATION PURSUANT TO LBR 6004-4**

**Jason M. Krumbein, Esq.** has filed papers with this court seeking approval of a loan modification after confirmation of Chapter 13 plan, pursuant to LBR 6004-4.

**Your rights may be affected. You should read these papers carefully, and discuss them with your attorney in this Bankruptcy Case, if you have one. (If you do not have an attorney, you may wish to consult one.)**

If you do not want the court to grant the relief sought in the motion, or if you want the court to consider your views on the motion, then on or before **21 DAYS FROM TODAY**, you or your attorney must:

File with the court and mail a copy to the Debtors' counsel, at the addresses shown below, a written request for a hearing. If you mail your request for hearing to the court for filing, you must mail it early enough so the court will **receive** it on or before the date stated above.

Clerk of the Court  
U.S. Bankruptcy Court  
701 E. Broad St., Suite 4000  
Richmond, VA 23219

Jason M. Krumbein, Esq.  
Krumbein Consumer Legal Services, Inc.  
5310 Market Road, Suite 102  
Richmond, VA 23230

You must also attend a hearing on May 29, 2013 at 12:00 before Judge Tice, 701 E. Broad St. Rm 5100, Richmond, VA 23219.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion, and may enter an order granting that relief.

Date: April 26, 2013

**/s/ Jason M. Krumbein, Esq.**  
5310 Market Road, Suite 102  
Richmond, VA 23230  
VSBN 43538  
Counsel for Debtor in Bankruptcy

CERTIFICATE OF SERVICE: See certification in Application Attached hereto

**UNITED STATES BANKRUPTCY COURT  
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<b>In re:</b>	<b>Keith L. Young</b>	)	
	<b>Sherry L. Young</b>	)	<b>Case No. 10-30103-DOT</b>
	<b>Debtor.</b>	)	<b>Chapter 13</b>
		)	
<b>Address</b>	<b>11508 New Forrest Tr.</b>	)	
	<b>Midlothian, VA 23112</b>	)	
		)	
<b>Last four digits of SSN:</b>	<b>7869/3121</b>	)	
		)	

**MOTION TO APPROVE LOAN MODIFICATION  
AFTER CONFIRMATION PURSUANT TO LBR 6004-4**

**COMES NOW**, Krumbein Consumer Legal Services, Inc., counsel for Debtor, and pursuant to Local Bankruptcy Rule 6004-4, states the following in support of this motion:

1. This case commenced upon the filing of a Voluntary for Petition for Bankruptcy under Chapter 13 of Title 11 of the United States Bankruptcy Code in this Court on January 8, 2010. An Order for Relief of that date was entered by the Court.
2. Among the assets of the Estate, listed on Schedule A, is certain real property located at 11508 New Forrest Tr, Midlothian, VA 23112, the property is further described as:

ALL that certain lot, piece or parcel of land, with the improvements thereon and appurtenances thereto belonging, lying and being in Matoaca Magisterial District, Chesterfield County, Virginia, designated as Lot 18, Section D, of Bailey Ridge Estates, as shown on a certain plat prepared by Balzer & Associates, Inc., dated February 3, 1994, and recorded April 6, 1994, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Plat Book 83, pages 95 and 96, to which plat reference is hereby made for a more particular description.

BEING the same real estate conveyed to D. N. Cole, Inc., a Virginia corporation, by Deed from J. Mark Sowers and Deborah K. Sowers, husband and wife, dated October 11, 1995, recorded November 3, 1995, in the Clerk's Office, Circuit Court of Chesterfield County, Virginia, in Deed Book 2776, page 471.

3. The term of the Modified Note will be 30 years, the principle will be \$205,278.48, the interest rate will be 3.875 percent, and there will be a balloon payment at the end of the term for the remaining balance of the Modified Note.
4. The current mortgage payment under the present loan is approximately \$1,470.00, and the future payment under the modified loan agreement will be \$1227.09 (including Principal, interest taxes and insurance).
5. The resulting difference of approximately \$200.00 will be used to pay for post-petition bills and expenses, and closing the gap in the budget
6. The expecting Closing Date will be immediately upon Court approval.
7. No creditor or party in interest will be adversely affected if the relief sought in this motion is granted.

**WHEREFORE**, the Debtor prays for the entry of an Order allowing them to enter into the Loan Modification Agreement for the terms and conditions set forth above and for such other reasonable and equitable relief as this Court deems appropriate.

/s/ Jason M. Krumbein, Esq.  
Jason M. Krumbein, Esq. VSBN 43538  
Counsel for the Debtor(s) in Bankruptcy  
Krumbein Consumer Legal Services, Inc.  
5310 Markel Road, Suite 102  
Richmond, VA 23230  
Tel: 804.303.0204 Fax: 804.303.0209  
[jkrumbein@krumbeinlaw.com](mailto:jkrumbein@krumbeinlaw.com)

**CERTIFICATE OF SERVICE**

I certify that I have this 26th day of April, 2013, transmitted a true copy of the foregoing application electronically through the court's CM/ECF system to the Chapter 13 Trustee and US Trustee, and by regular mail to the Debtor and Bank of America.

/s/ Jason M. Krumbein, Esq.  
Counsel for the Debtor in Bankruptcy

**UNITED STATES BANKRUPTCY COURT  
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## **SUMMARY OF PROPOSED LOAN MODIFICATION**

	Original Loan	Modified Loan
Principal Amount		
Interest Rate		
Term or Maturity		
Monthly Payment		

○2. The Modified loan includes future payment changes or balloon payments. The terms of any such future payment changes or balloon payments are :

○3. The modification results in a higher monthly payment. The source(s) of the funds used to make that payment is/are:

4. The modification results in a lower monthly payment. Choose one of the following:

- a. The amount of future plan payments will be increased.
- b. The amount of future plan payments will not be increased.